

FILED
GREENVILLE CO. S. C.

OCT 31 2 25 PM '80

DONNE S. TANN
R.M.C.

MORTGAGE
(Participation)

BOOK 1332 PAGE 889

This mortgage made and entered into this 31st day of October
19 80, by and between Nelson H. Fredsell, Jr. and Lynda G. Fredsell

(hereinafter referred to as mortgagor) and Community Bank

(hereinafter referred to as

mortgagee), who maintains an office and place of business at 416 East North Street, Greenville,
South Carolina 29601.

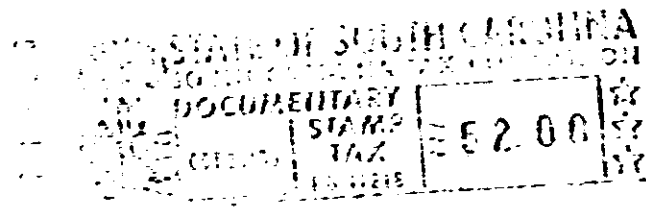
WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville State of South Carolina, at the northeasterly corner of the intersection of Hathaway Circle and North Warwick Road, being designated as Lot No. 118 of STRATFORD FOREST on subdivision plat recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book KK, Page 89, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of North Warwick Road, joint corner of Lots 118 and 119, and running thence along the common line of said lots, N. 60-22 E. 255.6 feet to an iron pin; thence with the line of Lot 122, S. 12-50 E. 221.2 feet to an iron pin on the northerly side of Hathaway Circle; thence along the northerly side of Hathaway Circle, S. 65-55 W. 182.6 feet to an iron pin; thence on the curve of the intersection of Hathaway Circle and North Warwick Road, the chord of which is N. 68-48 W. 42.4 feet to an iron pin on the easterly side of North Warwick Road; thence along North Warwick Road, N. 23-30 W. 160 feet to an iron pin, the point of beginning.

This being the identical property conveyed to the Mortgagors by deed of William E. Leverette and Hannah B. Leverette dated and recorded September 2, 1977, in Deed Book 1064 at Page 98, in the R.M.C. Office for Greenville County, South Carolina.

This property is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights of way, if any, affecting the above described property.

This is a second mortgage junior in lien to that mortgage held by Fidelity Federal Savings and Loan Association and recorded in the Greenville County R.M.C. Office in Mortgage Book 1332 at Page 141.



Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated October 31, 1980
in the principal sum of \$ 130,000.00 , signed by Nelson H. Fredsell
in behalf of Southern Wallcovering Corporation

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